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LOANDEPOT.COM, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LOANDEPOT.COM, LLC, a Delaware
limited liability company,

Plaintiff,

vs.

FLASHHOUSE LLC, an Ohio limited
liability company; and DOES 1-10,

Defendants.

Case No. 8:24-cv-00281 JVS (ADSx)
Assigned to: Honorable James V. Selna
Referred to: Autumn D. Spaeth

**STIPULATED PROTECTIVE
ORDER**

Date Action Filed: February 9, 2024
Trial Date: None Set

I. PURPOSES AND LIMITATIONS

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section XIII(C), below, that this

1 Stipulated Protective Order does not entitle them to file confidential
2 information under seal; Civil Local Rule 79-5 sets forth the procedures that
3 must be followed and the standards that will be applied when a party seeks
4 permission from the Court to file material under seal.

5 **II. GOOD CAUSE STATEMENT**

6 A. This a trademark infringement lawsuit that is likely to involve trade
7 secrets, customer and pricing lists and other valuable research, development,
8 commercial, financial, technical and/or proprietary information for which
9 special protection from public disclosure and from use for any purpose other
10 than prosecution of this action is warranted. Such confidential and proprietary
11 materials and information consist of, among other things, confidential
12 business or financial information, information regarding confidential business
13 practices, or other confidential research, development, or commercial
14 information (including information implicating privacy rights of third parties),
15 information otherwise generally unavailable to the public, or which may be
16 privileged or otherwise protected from disclosure under state or federal
17 statutes, court rules, case decisions, or common law. Accordingly, to expedite
18 the flow of information, to facilitate the prompt resolution of disputes over
19 confidentiality of discovery materials, to adequately protect information the
20 parties are entitled to keep confidential, to ensure that the parties are
21 permitted reasonable necessary uses of such material in preparation for and in
22 the conduct of trial, to address their handling at the end of the litigation, and
23 serve the ends of justice, a protective order for such information is justified in
24 this matter. It is the intent of the parties that information will not be
25 designated as confidential for tactical reasons and that nothing be so
26 designated without a good faith belief that it has been maintained in a
27 confidential, non-public manner, and there is good cause why it should not be
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1 part of the public record of this case.

2 **III. DEFINITIONS**

3 A. Action: This pending federal law suit, case no. Case No. 8:24-cv-00281
4 JVS (ADSx) in the Central District of California.

5 B. Challenging Party: A Party or Non-Party that challenges the
6 designation of information or items under this Order.

7 C. “CONFIDENTIAL” Information or Items: Information (regardless of
8 how it is generated, stored or maintained) or tangible things that qualify for
9 protection under Federal Rule of Civil Procedure 26(c), and as specified
10 above in the Good Cause Statement.

11 D. Confidentiality Legend: The legend “CONFIDENTIAL” or “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that a Producing Party
13 affixes to Protected Materials.

14 E. Counsel: Outside Counsel of Record and House Counsel (as well as
15 their support staff).

16 F. Designating Party: A Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
19 EYES ONLY.”

20 G. Disclosure or Discovery Material: All items or information, regardless
21 of the medium or manner in which it is generated, stored, or maintained
22 (including, among other things, testimony, transcripts, and tangible things),
23 that are produced or generated in disclosures or responses to discovery in this
24 matter.

25 H. Expert: A person with specialized knowledge or experience in a matter
26 pertinent to the litigation who has been retained by a Party or its counsel to
27 serve as an expert witness or as a consultant in this Action.

28 I. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

1 Information or Items: Confidential Information or Items whose disclosure to
2 another Party or nonparty would create a substantial risk of serious injury that
3 could not be avoided by less restrictive means. For purposes of this case,
4 “HIGHLY CONFIDENTIAL –ATTORNEYS’ EYES ONLY” will be limited
5 to: (i) the Parties’ non-public financial information, as it relates to costs,
6 revenues and profits generally or for specific products/services; (ii)
7 information of a competitively or commercially sensitive or proprietary nature
8 or trade secrets regarding any products made by or for a Party; (iii) non-public
9 customer or distributor information, including non-public arrangements and
10 agreements with customers and distributors and the prices at which products
11 are sold to customer and distributors, but not including the names of the
12 customers or identification of the products sold to them; (iv) research and
13 development materials concerning unreleased products or services; (v) the
14 confidential terms of any licenses; and (vi) any other information that the
15 Parties, through their counsel, agree in writing during the course of this
16 litigation, would create a substantial risk of serious harm if disclosed.

17 J. House Counsel: Attorneys who are employees of a party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other
19 outside counsel.

20 K. Non-Party: Any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 L. Outside Counsel of Record: Attorneys who are not employees of a
23 party to this Action but are retained to represent or advise a party to this
24 Action and have appeared in this Action on behalf of that party or are
25 affiliated with a law firm which has appeared on behalf of that party, and
26 includes support staff.

27 M. Party: Any party to this Action, including all of its officers, directors,
28 employees, consultants, retained experts, and Outside Counsel of Record (and

their support staffs).

N. Producing Party: A Party or Non-Party that produces Disclosure or Discovery Material in this Action.

O. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

P. Protected Material: Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

Q. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

IV. SCOPE

A. The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

B. Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

V. DURATION

A. Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,

1 remands, trials, or reviews of this Action, including the time limits for filing
2 any motions or applications for extension of time pursuant to applicable law.

3 **VI. DESIGNATING PROTECTED MATERIAL**

4 A. Exercise of Restraint and Care in Designating Material for Protection

5 1. Each Party or Non-Party that designates information or items for
6 protection under this Order must take care to limit any such designation
7 to specific material that qualifies under the appropriate standards. The
8 Designating Party must designate for protection only those parts of
9 material, documents, items, or oral or written communications that
10 qualify so that other portions of the material, documents, items, or
11 communications for which protection is not warranted are not swept
12 unjustifiably within the ambit of this Order.

13 2. Mass, indiscriminate, or routinized designations are prohibited.
14 Designations that are shown to be clearly unjustified or that have been
15 made for an improper purpose (e.g., to unnecessarily encumber the case
16 development process or to impose unnecessary expenses and burdens
17 on other parties) may expose the Designating Party to sanctions.

18 3. If it comes to a Designating Party's attention that information or
19 items that it designated for protection do not qualify for protection, that
20 Designating Party must promptly notify all other Parties that it is
21 withdrawing the inapplicable designation.

22 B. Manner and Timing of Designations

23 1. Except as otherwise provided in this Order (see, e.g., Section
24 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
25 Discovery Material that qualifies for protection under this Order must
26 be clearly so designated before the material is disclosed or produced.

27 2. Designation in conformity with this Order requires the following:

28 a. For information in documentary form (e.g., paper or

1 electronic documents, but excluding transcripts of depositions or
2 other pretrial or trial proceedings), that the Producing Party affix
3 at a minimum, the Confidentiality Legend, to each page that
4 contains protected material. If only a portion or portions of the
5 material on a page qualifies for protection, the Producing Party
6 also must clearly identify the protected portion(s) (e.g., by
7 making appropriate markings in the margins).

8 b. A Party or Non-Party that makes original documents
9 available for inspection need not designate them for protection
10 until after the inspecting Party has indicated which documents it
11 would like copied and produced. During the inspection and
12 before the designation, all of the material made available for
13 inspection shall be deemed “CONFIDENTIAL.” After the
14 inspecting Party has identified the documents it wants copied and
15 produced, the Producing Party must determine which documents,
16 or portions thereof, qualify for protection under this Order. Then,
17 before producing the specified documents, the Producing Party
18 must affix the Confidentiality Legend to each page that contains
19 Protected Material. If only a portion or portions of the material
20 on a page qualifies for protection, the Producing Party also must
21 clearly identify the protected portion(s) (e.g., by making
22 appropriate markings in the margins).

23 c. For testimony given in depositions, that the Designating
24 Party identify the Disclosure or Discovery Material on the
25 record, before the close of the deposition all protected testimony.

26 d. For information produced in form other than document
27 and for any other tangible items, that the Producing Party affix in
28 a prominent place on the exterior of the container or containers

1 in which the information is stored the Confidentiality Legend. If
2 only a portion or portions of the information warrants protection,
3 the Producing Party, to the extent practicable, shall identify the
4 protected portion(s).

5 C. Inadvertent Failure to Designate

6 1. If timely corrected, an inadvertent failure to designate qualified
7 information or items does not, standing alone, waive the Designating
8 Party's right to secure protection under this Order for such material.
9 Upon timely correction of a designation, the Receiving Party must
10 make reasonable efforts to assure that the material is treated in
11 accordance with the provisions of this Order.

12 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 A. Timing of Challenges

14 1. Any party or Non-Party may challenge a designation of
15 confidentiality at any time that is consistent with the Court's
16 Scheduling Order.

17 B. Meet and Confer

18 1. The Challenging Party shall initiate the dispute resolution
19 process under Local Rule 37.1 et seq.

20 C. The burden of persuasion in any such challenge proceeding shall be on
21 the Designating Party. Frivolous challenges, and those made for an improper
22 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
23 parties) may expose the Challenging Party to sanctions. Unless the
24 Designating Party has waived or withdrawn the confidentiality designation,
25 all parties shall continue to afford the material in question the level of
26 protection to which it is entitled under the Producing Party's designation until
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1 the Court rules on the challenge.

2 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

3 A. Basic Principles

4 1. A Receiving Party may use Protected Material that is disclosed
5 or produced by another Party or by a Non-Party in connection with this
6 Action only for prosecuting, defending, or attempting to settle this
7 Action. Such Protected Material may be disclosed only to the
8 categories of persons and under the conditions described in this Order.
9 When the Action has been terminated, a Receiving Party must comply
10 with the provisions of Section XIV below.

11 2. Protected Material must be stored and maintained by a Receiving
12 Party at a location and in a secure manner that ensures that access is
13 limited to the persons authorized under this Order.

14 B. Disclosure of “CONFIDENTIAL” Information or Items

15 1. Unless otherwise ordered by the Court or permitted in writing by
16 the Designating Party, a Receiving Party may disclose any information
17 or item designated “CONFIDENTIAL” only to:

18 a. The Receiving Party’s Outside Counsel of Record in this
19 Action, as well as employees of said Outside Counsel of Record
20 to whom it is reasonably necessary to disclose the information
21 for this Action;

22 b. The officers, directors, and employees (including House
23 Counsel) of the Receiving Party to whom disclosure is
24 reasonably necessary for this Action;

25 c. Experts (as defined in this Order) of the Receiving Party to
26 whom disclosure is reasonably necessary for this Action and who
27 have signed the “Acknowledgment and Agreement to Be Bound”
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(Exhibit A);

d. The Court and its personnel;

e. Court reporters and their staff;

f. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A hereto;

g. The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

h. During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

i. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items

1. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’

EYES ONLY” only to:

- a. The Receiving Party’s Outside Counsel of record in this action, as well as employees of said Outside Counsel to whom it is reasonably necessary to disclose the information for this litigation;
- b. Experts (as defined in this Order) (1) to whom disclosure is reasonably necessary for this litigation, and (2) who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);
- c. The Court and its personnel;
- d. Court reporters and their staff; and
- e. The author or recipient of a document containing the information.

**IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be

1 affected.

2 B. If the Designating Party timely seeks a protective order, the Party
3 served with the subpoena or court order shall not produce any information
4 designated in this action as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination
6 by the Court from which the subpoena or order issued, unless the Party has
7 obtained the Designating Party’s permission. The Designating Party shall bear
8 the burden and expense of seeking protection in that court of its confidential
9 material and nothing in these provisions should be construed as authorizing or
10 encouraging a Receiving Party in this Action to disobey a lawful directive
11 from another court.

12 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
13 **PRODUCED IN THIS LITIGATION**

14 A. The terms of this Order are applicable to information produced by a
15 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information
17 produced by Non-Parties in connection with this litigation is protected by the
18 remedies and relief provided by this Order. Nothing in these provisions
19 should be construed as prohibiting a Non-Party from seeking additional
20 protections.

21 B. In the event that a Party is required, by a valid discovery request, to
22 produce a Non-Party’s confidential information in its possession, and the
23 Party is subject to an agreement with the Non-Party not to produce the Non-
24 Party’s confidential information, then the Party shall:

- 25 1. Promptly notify in writing the Requesting Party and the Non-
26 Party that some or all of the information requested is subject to a
27 confidentiality agreement with a Non-Party;
- 28 2. Promptly provide the Non-Party with a copy of the Stipulated

Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A.

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in

Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

XIII. MISCELLANEOUS

A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

C. Filing Protected Material

1. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise

1 instructed by the Court.

2 **XIV. FINAL DISPOSITION**

3 A. After the final disposition of this Action, as defined in Section V,
4 within sixty (60) days of a written request by the Designating Party, each
5 Receiving Party must return all Protected Material to the Producing Party or
6 destroy such material. As used in this subdivision, “all Protected Material”
7 includes all copies, abstracts, compilations, summaries, and any other format
8 reproducing or capturing any of the Protected Material. Whether the Protected
9 Material is returned or destroyed, the Receiving Party must submit a written
10 certification to the Producing Party (and, if not the same person or entity, to
11 the Designating Party) by the 60 day deadline that (1) identifies (by category,
12 where appropriate) all the Protected Material that was returned or destroyed
13 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
14 compilations, summaries or any other format reproducing or capturing any of
15 the Protected Material. Notwithstanding this provision, Counsel are entitled to
16 retain an archival copy of all pleadings, motion papers, trial, deposition, and
17 hearing transcripts, legal memoranda, correspondence, deposition and trial
18 exhibits, expert reports, attorney work product, and consultant and expert
19 work product, even if such materials contain Protected Material. Any such
20 archival copies that contain or constitute Protected Material remain subject to
21 this Protective Order as set forth in Section V.

22 B. Any violation of this Order may be punished by any and all appropriate
23 measures including, without limitation, contempt proceedings and/or
24 monetary sanctions.
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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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3 Dated: November 4, 2024

RUTAN & TUCKER, LLP
RONALD P. OINES
SARAH VAN BUITEN

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By: /s/ Ronald P. Oines

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Ronald P. Oines
Attorneys for Plaintiff
LOANDEPOT.COM, LLC

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8

9 Dated: November 4, 2024

PRANGER LAW PC
VIJAY K. TOKE
NIKOLAUS A. WOLOSZCZUK

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By: /s/ Vijay K. Toke

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Vijay K. Toke
Attorneys for Defendant
FLASHHOUSE LLC

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ATTESTATION

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Pursuant to Civil Local Rule 5-4.3.4(a)(2)(i), I, Ronald P. Oines, hereby attest
that all other signatories listed, and on whose behalf the filing is submitted, concur
in the filing's content and have authorized the filing.

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Dated: November 4, 2024

RUTAN & TUCKER, LLP
RONALD P. OINES
SARAH VAN BUITEN

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By: /s/ Ronald P. Oines

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Ronald P. Oines
Attorneys for Plaintiff
LOANDEPOT.COM, LLC

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1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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3 Dated: 11/13/2024

/s/ Autumn D. Spaeth
HONORABLE AUTUMN D. SPAETH
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issue by the United States District Court for the Central District of
California on [DATE] in the case of LOANDEPOT.COM, LLC v. FLASHHOUSE
LLC, Case No. 8:24-cv-00281 JVS (ADSx). I agree to comply with and to be bound
by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address and telephone number] as my
California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____